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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Materials & Research
February 11, 2019

REQUESTED ACTION

1. Authorize the New Hampshire Department of Transportation (Department) to enter into a **SOLE SOURCE** contract amendment (Contract #2009-017) with Pathway Services, Inc. (Vendor 172330) of Tulsa, Oklahoma. The purpose of this extension is to extend the vehicle warranty, software licensing, software escrow, Omnistar satellite subscription, and to provide Quality Control (QC) services related to the road condition data by increasing the total amount by \$148,266.00 (from \$1,819,586.00 to \$1,967,852.00), effective upon Governor and Council approval. 100% Federal Funds.
2. Further authorize the Department to amend the **SOLE SOURCE** contract completion date from September 30, 2019 to September 30, 2020, effective upon Governor and Council approval.

Funds to support this request are anticipated to be available in the following accounts in State FY 2020 and State FY 2021 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY 2020</u>	<u>FY 2021</u>
04-96-96-962515-2944		
SPR Planning		
046-500464 General Consultants	\$104,650.00	\$43,616.00

EXPLANATION

These **SOLE SOURCE** services can only be provided by Pathway Services, Inc. (Pathway) because the data collection system currently used is based on their software. The contract extension will allow for continued collection of roadway data and use of related software services. In the interim, the Department has created a task force to prepare an RFP and this contract extension is needed to provide time for the Department to evaluate future data collection needs and to pursue a new contract for roadway data collection beyond September 30, 2020, the amendment completion date.

The Department's Road Condition Data Collection Vehicle (van) collects annual pavement condition data that supports the Pavement Management System (PMS) and satisfies the Federal Highway Administration (FHWA) Highway Performance Monitoring System (HPMS) reporting requirements. The van is equipped with specialized sensors and equipment, customized by Pathway Services Inc. (Pathway), for this specific use. The van was purchased in 2009 and has reached the end of service life. The Department is preparing a Request for Proposals from qualified vendors to provide network-wide pavement data collection services in 2020. In order to meet the roadway data needs for the annual HPMS reporting in 2019, however, we are pursuing a one-year contract amendment with Pathway, extending the current sole source contract from September 30, 2019 to September 30, 2020. Continued services are required related to the data collection vehicle and associated systems purchased from Pathways.

The van captures high-resolution images of the pavement surface. The images require a Quality Control (QC) review to identify and rate the extent and severity of pavement cracking. Pathway will provide the services needed to QC the pavement images collected in 2019 as part of this amendment. The warranty covers all parts, labor, and travel costs to repair and/or replace the van sensors or equipment as needed. The warranty also includes an annual on-site equipment calibration and system check. This amendment extends the warranty through the 2019 collection season.

The Pathview II software suite, originally purchased with the vehicle, allows the Department to process the data into a usable format, generate exports, and view the data collected by the van. The software is a licensed product and has been developed and customized to meet the Department's specific needs. The software escrow entitles the Department to a copy of the software source code should Pathway become defunct. The original contract included the software purchase and two years of licensing and software escrow fees and Contract Amendment #2009-017A, #2009-017B, #2009-017C, and #2009-017D covered eight additional years. This amendment includes the licensing and escrow fees for next year.

The van is equipped with an onboard GPS receiver that provides real time correction to achieve an acceptable level of accuracy. The real time correction is a subscription service. The original contract and the Contract Amendments #2009-017A, #2009-017B, #2009-017C, and #2009-017D covered this service through September 30, 2019. This amendment would extend this service for one additional year.

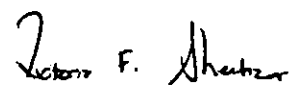
FY 2020 funding includes the warranty (1/2019 – 12/2019, \$96,400.00), the software licensing and escrow (10/2019 – 9/2020, \$7,250.00), and the satellite subscription (10/2019 - 9/2020, \$1,000.00). FY 2021 funding includes QC services for the 2019 data (\$43,616.00).

The SPR funds proposed for this purchase are specified by FHWA for use in support of planning activities, including pavement and asset management. The project funding is 80% Federal Funds with 20% State match. Turnpike Toll Credits are being used for match requirements, effectively using 100% Federal Funds.

The contract has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the agreement. The Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to your approval, will be on file at the Department.

We respectfully request your approval of this resolution.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

January 29, 2019

Victoria F. Sheehan
Commissioner
Department of Transportation
State of New Hampshire
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Pathway Services, Inc. of Tulsa, Oklahoma as described below and referenced as DoIT No. 2009-017E.

This is a contract amendment to provide DOT's Data Collection Vehicle with extended vehicle warranty, software licensing, software escrow, Omnistar satellite subscription, and to provide Quality Control (QC) services related to the road condition data.

The contract total will increase by \$148,266, from \$1,819,586 to \$1,967,852, and the contract completion date will extend from September 30, 2019 to September 30, 2020, effective upon Governor and Executive Council approval.

A copy of this letter should accompany the Department of Transportation's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT 2009-017E

cc: Charles Burns, DoIT IT Leader, DOT



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

RECEIVED

JAN 28 2019

January 24, 2019

Bureau of Materials & Research
NH Dept. of Transportation

Denis C. Goulet
Commissioner and Chief Information Officer
27 Hazen Drive
Concord, New Hampshire 03301

- 1. Authorize the New Hampshire Department of Transportation (Department) to enter into a contract amendment (Contract #2009-017) with Pathway Services, Inc. (Vendor 172330) of Tulsa, Oklahoma. The purpose of this extension is to extend the vehicle warranty, software licensing, software escrow, Omnistar satellite subscription, and to provide Quality Control (QC) services related to the road condition data by increasing the total amount by \$148,266 (from \$1,819,586 to \$1,967,852), effective upon Governor and Council approval. 100% Federal Funds.
2. Further authorize the Department to amend the contract completion date from September 30, 2019 to September 30, 2020, effective upon Governor and Council approval.

Funds to support this request are anticipated to be available in the following accounts in State FY 2020 and State FY 2021 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

Table with 3 columns: Account Number, SFY 2020, SFY 2021. Rows include 04-96-96-962515-2944 SPR Planning and 046-500464 General Consultants.

EXPLANATION

The Department's Road Condition Data Collection Vehicle (van) collects annual pavement condition data that supports the Pavement Management System (PMS) and satisfies the Federal Highway Administration (FHWA) Highway Performance Monitoring System (HPMS) reporting requirements. The condition data will also support MAP-21 submission requirements. The van is equipped with specialized sensors and equipment, customized by Pathway Services Inc. (Pathway), for this specific use. This amendment will extend processing of roadway cracking data, the vehicle warranty, and software-related services for one year.

The van captures high-resolution images of the pavement surface. The images require a Quality Control (QC) review to identify and rate the extent and severity of pavement cracking. Pathway will provide the services needed to QC the pavement images collected in 2017 and 2018 as part of this amendment. The warranty covers all parts, labor, and travel costs to repair and/or replace the van sensors or equipment as needed. The warranty also includes an annual on-site equipment calibration and system check. This amendment extends the warranty through the 2019 collection season.

The Pathview II software suite, originally purchased with the vehicle, allows the Department to process the data into a usable format, generate exports, and view the data collected by the van. The software is a licensed product and has been developed and customized to meet the Department's specific needs. The software escrow entitles the Department to a copy of the software source code should Pathway become defunct.

The SPR funds proposed for this purchase are specified by FHWA for use in support of planning activities, including pavement and asset management. The project funding is 80% Federal with 20% State match. Turnpike Toll Credits are being used for match requirements, effectively using 100% Federal funds.

PRIOR RELATED ACTIONS

The DOT Commissioner's office approved the selection process and subsequent request to begin the process of purchasing a new data collection vehicle in October 2007. After conducting a nationwide survey of state transportation agencies that utilize data collection vehicles, the DOT sent Requests for Proposals (RFP) to the following vendors on April 30, 2008:

- Dynatest Consulting, Inc. of Starke, Florida;
- Fugro-Roadware, Inc. of Paris, Ontario, Canada;
- International Cybernetics Corporation of Largo, Florida;
- Mandli Communications, Inc. of Madison, Wisconsin; and
- Pathway Services, Inc. of Tulsa, Oklahoma.

The selection process included the following aspects:

- Demonstrating the data collection vehicle;
- Demonstrating pavement and asset management software packages;
- Collecting data from seven test sections that were thought to be representative of the various pavement distresses and treatments in New Hampshire's network;
- Performing a final sales presentation to selection panel members; and
- Preparing a written proposal with cost estimate.

The proposal period concluded on July 30, 2008 with evaluation of the proposal and selection of Pathway Services, Inc. for a two year contract with the option to extend the contract for additional years. Contract Amendments #2009-017A, #2009-017B, #2009-017C, and #2009-017D covered seven additional years. This amendment includes the licensing and escrow fees for one additional year.

BENEFITS

The benefit of this contract amendment is to allow NHDOT to continue utilization of the Data Collection Vehicle and associated software to continue to collect pavement condition data in support of the Department's Pavement Management System and to satisfy the Federal Highway Performance Monitoring System reporting requirements.

ALTERNATIVES

At this time, a contract amendment with Pathway is the best option to provide the State with a solution for collecting pavement management related data for integration with the State's existing Pavement Management System. The DOT already owns and has previously developed pavement management treatment models, and has historical data already loaded into a database for decision making and reporting purposes. Continuing with the existing Pavement Management software and Data Collection vehicle would provide a least cost method to acquire these tools and services that would result in the best product for the State. The selection of Pathway Services, Inc. was done through a competitive bid process. The contract would be in effect from the date of Governor and Council approval through September 30, 2020.

There was no *Open Source* solution proposed for this contract. However, the data and database comply with *Open Data* standards. All of the data in the Pavement Management System is owned by NHDOT.

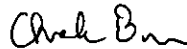
CONTACT PERSON:

Eric Thibodeau, Pavement Management Chief
NHDOT Bureau of Materials & Research
7 Hazen Drive
Concord, New Hampshire, 03302-0483
Telephone: (603) 271-3151
Email: eric.thibodeau@dot.nh.gov

CERTIFICATION

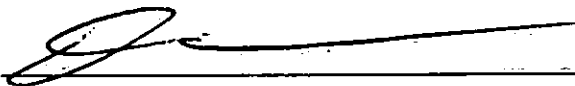
The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



Charles Burns
IT Leader – Transportation, DoIT at NHDOT

Approved by:



David Rodrigue
Director of Operations, NHDOT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017E**

WHEREAS, pursuant to an agreement approved by Governor and Council, as a result of Contract #2009-017, on June 3, 2009, Item #229, Contract Amendment #2009-017A, on June 22, 2011, Item #374, Contract Amendment #2009-017B, on March 6, 2013, Item #46, Contract Amendment #2009-017C, on September 16, 2015, Item #24, and Contract Amendment #2009-017D, on August 23, 2017, Item #42 (hereinafter called the "Agreement"), Pathway Services Inc. (hereinafter referred to as the "Pathway"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department") certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17, *Amendment*, and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

WHEREAS, Pathway and the Department have agreed to amend the Agreement in certain respects:

WHEREAS, the Department wishes to increase the Pathway Contract Price by \$148,266 increasing the total contract price from \$1,819,586 to \$1,967,852.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

The Contract Agreement – General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the General Provisions of the Agreement to reflect the new Completion Date of September 30, 2020.

Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation to \$1,967,852.

The Statement of Work is hereby amended as follows:

1. Amend Section 2.1 *Term* to reflect only the changes detailed below:

<p>Statement of Work Section 2.1 Term</p>	<p>Delete:</p> <p>The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").</p> <p>The Contract shall begin on the Effective Date and extend through September 30, 2019.</p> <p>Replace with:</p> <p>The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").</p> <p>The Contract shall begin on the Effective Date and extend through September 30, 2020.</p>
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017E**

Exhibit A: *Contract Deliverables*, of the Agreement is hereby amended as follows:

1. Amend Section 2.1 *Implementation Schedule – Activities/Deliverables/Milestones* to reflect the addition of new deliverables detailed below in Table 1:

Table 1:

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
59	Collection Vehicle Data Processing 2019 Deliverables – See Table 2 below.	Non-Software/Service	September 2019–January 2020
60	Warranty Period – Year 10 (Reference Pathway Services Inc. Project Estimate No. 5156 dated 11/20/2018)	Non-Software	January 2019–December 2019
61	Technical Support and Software Programming – Year 11 (Reference Pathway Services Inc. Project Estimate No. 5156 dated 11/20/2018)	Non-Software	October 2019 – September 2020
62	Pathview II Software Escrow – Year 11 (Reference Pathway Services Inc. Project Estimate No. 5156 dated 11/20/2018)	Non-Software	October 2019 – September 2020
63	Omnistar Satellite Subscription Service – Year 11 (Reference Pathway Services Inc. Project Estimate No. 5156 dated 11/20/2018)	Non-Software	October 2019 – September 2020
64	Accompany and provide technical and mechanical support to NHDOT personnel during profiler certification in New Bedford, MA. Provide technical and mechanical support, as needed, to ensure certification of other subsystems pursuant to applicable Federal requirements.	Non-Software	February 2019 – December 2019

2. Amend Section 5 *Data Collection Vehicle Deliverables* to reflect the addition of deliverables as detailed below in Table 2, Reference Number 7.21 *Collection Vehicle Data Processing 2019*.

Table 2:

Reference No. 7 – Data Collection Vehicle	
Reference Number	Activity, Deliverable, or Milestone
7.21	Collection Vehicle Data Processing 2019 (Reference Pathway Services Inc. Project Estimate No. 5156 dated 11/20/2018)
	7. 21.1. Provide Quality Control (QC) services of approximately 1,856 miles of cracking data from collection year 2019 using the NHDOT-specific PathView II suite, to be paid on a unit price basis of \$23.50 per mile.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017E**

	7. 21.1.1. QC the cracking data by visually identifying, classifying, and correcting the pavement distress type, location, severity level, and length using:
	7. 21.1.1.1. High-resolution digital images of the roadway and pavement surface synchronized to show the same road segment in both views and color-coded crack maps with the same scale as the roadway.
	7. 21.1.1.2. Distress severity as defined in Appendix A Revision 3 and Appendix B Revision 1 (attached).
	7. 21.1.1.3. Sample distress severity rating images
	7. 21.1.1.4. Hot keys (event keys) for data entry, lane location, seal condition, etc. with user-definable events
	7. 21.1.2. The total miles of data to undergo QC is outlined as follows:
	7.21.1.2.1. QC the first three tenths (0.3) of each mile collected along all non-interstate roadways.
	7.21.1.2.1.1 If the total length of the roadway is less than 0.3 miles, the entire roadway length shall be QC'd.
	7.21.1.2.1.2 If the final section of roadway is less than 0.3 miles in length, the entire length shall be QC'd.
	7.21.1.2.1.3 The total collected miles associated with the 1,109 miles requiring sampled QC services is approximately 3,250 miles.
	7.21.1.2.2 QC the full length (100%) of each mile collected along all interstate highways and special collections.
	7. 21.1.3. QC results shall be submitted to the State according to the following schedule for Quality Assurance (QA) review and final acceptance:
	7. 21.1.3.1. Pathway will QC the first ten percent (10%) of the data, approximately 185 miles, and submit to the State for QA review.
	7. 21.1.3.2. The State will perform QA on the first 10% and return comments or acceptance to Pathway within ten (10) days of receipt of the data.
	7. 21.1.3.3. Upon acceptance by the State of the first 10%, Pathway will QC and submit the next thirty percent (30%), approximately 557 miles of the data, and submit to the State for QA review.
	7. 21.1.3.4. The State will perform QA on the 30% and return comments or acceptance to Pathway within ten (10) days of receipt of the data.
	7. 21.1.3.5. Upon acceptance by the State, Pathway will QC and submit the next thirty percent (30%), approximately 557 miles of the data, and submit to the State for QA review.
	7. 21.1.3.6. The State will perform QA on the 30% and return comments or acceptance to Pathway within ten (10) days of receipt of the data
	7. 21.1.3.7. Upon acceptance by the State, Pathway will QC and submit the last thirty percent (30%), approximately 557 miles of the data, and submit to the State for QA review.

Initial all pages
Pathway's initials: *PS*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017E**

	7. 21.1.3.8. The State will perform QA on the last 30% and return comments or acceptance to Pathway within ten (10) days of receipt of the data.
	7. 21.1.3.9. Comments shall be addressed and corrective actions undertaken by Pathway on all QA feedback comments within ten (10) days of receipt from the State.
	7. 21.1.2.10. Payment will be made upon final acceptance of 100% of the data by the State.
7.22	Provide technical and mechanical support services as necessary during vehicle certification in 2019.
	7. 22.1 Accompany (or meet) NHDOT personnel to the Certification facility in New Bedford, MA.
	7. 22.1.1 Travel expenses as incurred are subsidiary to the cost quoted above.
	7. 22.2 Participate in certification of inertial profiler pursuant to AASHTO R56-14.
	7. 22.2.1 Perform calibrations, mechanical adjustments, or equipment replacements on Pathrunner's subsystems as necessary to ensure certification for accuracy and repeatability according to established standard.
	7.22.3 Participate in certification of other vehicle subsystems pursuant to applicable Federal requirements.
	7.22.3.1 Perform calibrations, mechanical adjustments, or equipment replacements on Pathrunner's subsystems as necessary to ensure certification for accuracy and repeatability according to established standard.

Exhibit B: *Price and Payment Schedule*, of the Agreement is hereby amended as follows:

- Amend Section 1.1 *Firm Fixed Price*, and Section 2 *TOTAL CONTRACT PRICE* to reflect only the changes detailed below:

Exhibit B Section 1.1 Firm Fixed Price	<p>Delete:</p> <p>This is a Firm Fixed Price (FFP) Contract totaling \$1,819,586 for the period between the Effective Date through September 30, 2019.</p> <p>Replace with:</p> <p>This is a Firm Fixed Price (FFP) Contract totaling \$1,967,852 for the period between the Effective Date through September 30, 2020.</p>
Exhibit B Section 2 TOTAL CONTRACT PRICE	<p>Delete:</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$1,819,586</p>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017E**

	<p style="text-align: center;">("Total Contract Price").</p> <p>Replace with:</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$1,967,852 ("Total Contract Price").</p>
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2. Amend Section 1.1 *Firm Fixed Price*, Table 1: Activity, Deliverable, or Milestone Price and Payment Table, to reflect the addition of new deliverables as detailed below in Table 4.


Table 4:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
59	Collection Vehicle Data Processing. 2019 to be paid on a unit price basis (Reference Pathway Services Inc. Project Estimate No. 5156 dated 11/20/2018)	Non-Software - Services	September 2019– January 2020	\$ 43,616.00
60	Warranty Period – Year 10 (Reference Pathway Services Inc. Project Estimate No. 5156 dated 11/20/2018))	Non-Software	January 2019- December 2019	\$ 96,400.00
61	Technical Support and Software Programming – Year 11 (Reference Pathway Services Inc. Project Estimate No. 5156 dated 11/20/2018)	Non-Software	October 2019 – September 2020	\$ 6,000.00
62	Pathview II Software Escrow – Year 11 (Reference Pathway Services Inc. Project Estimate No. 5156 dated 11/20/2018)	Non-Software	October 2019 – September 2020	\$ 1,250.00
63	Omnistar Satellite Subscription Service – Year 11 (Reference Pathway Services Inc. Project Estimate No. 5156 dated 11/20/2018))	Non-Software	October 2019 – September 2020	\$ 1,000.00
64	Accompany and provide technical and mechanical support to NHDOT personnel during profiler certification in New Bedford, MA. Provide technical and mechanical support, as needed, to ensure certification of other subsystems pursuant to applicable Federal requirements.	Non-Software	February 2019 – December 2019	N/A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017E

Pathway NHDOT Data Collection Vehicle Contract History

Contract and Amendment Number	Amendment Type	Effective Date	Contract Amount (Not to Exceed)
Contract #2009-017	Original Contract	June 3, 2009	\$1,098,400
Amendment #2009-017A	Amendment A	June 22, 2011	\$ 164,000
Amendment #2009-017B	Amendment B	March 6, 2013	\$ 188,500
Amendment #2009-017C	Amendment C	September 16, 2015	\$ 209,386
Amendment #2009-017D	Amendment D	August 23, 2017	\$ 159,300
Amendment #2009-017E	Amendment E	Upon G&C Approval	\$ 148,266
		CONTRACT TOTAL:	\$1,967,852

Initial all pages
Pathway's initials: 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017E

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.


Rudy Blanco, President
Pathway Services Inc.

Date: 01/21/19

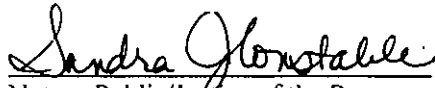
Corporate Signature Notarized:

STATE of Oklahoma

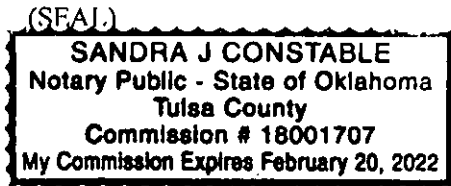
COUNTY of Tulsa

On this 21ST day of January, 2019, before me, Sandra Constable, the undersigned Officer Rudy Blanco, personally appeared and acknowledged her/himself to be the President of Pathway Services Inc., a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Pathway Services Inc.


IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

My Commission Expires: 2/20/2022




Department of Transportation


William J. Cass, PE, Assistant Commissioner
Department of Transportation

Date: 3/6/19

Approved by the Attorney General (Form, Substance and Execution)


State of New Hampshire, Department of Justice

Date: 3/19/19

Approved by NH Governor and Council

Date: _____

Initial all pages
Pathway's initials: JB

Certificate of Vote

I, Lavonne Blanco, Clerk/Secretary of Pathway Services Inc, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of Pathway Services Inc, a Oklahoma corporation (State of incorporation);
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 21ST day of January, 2019, which meeting was duly held in accordance with Oklahoma (State of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the OIT of the Transportation Department, providing for the performance of certain IT Consulting Services, and that the President be and hereby is authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and he may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) The following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Rudy Blanco President

- (7) The corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation
this 21st day of January, 2019.

Lavonne Blanco
Clerk/Secretary

STATE OF Oklahoma

COUNTY OF Tulsa

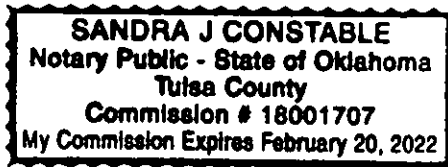
On this the 21st day of January, 2019, before me, Sandra Constable, the
undersigned Officer, personally appeared Lavonne Blanco, who acknowledged
her/himself to be the Corporate Secretary, of Pathway Services, Inc.,
a corporation, and that she/he, as such Corporate Secretary being authorized to do
so, executed the foregoing instrument for the purposes therein contained, by signing the name of
the corporation by her/himself as Pathway Services, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sandra Constable
Notary Public/Justice of the Peace

My Commission Expires: 2/20/2022

Official Seal:



State of New Hampshire

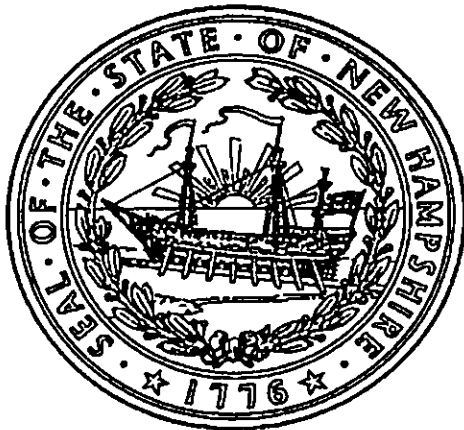
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PATHWAY SERVICES INC. is a Oklahoma Profit Corporation registered to do business in New Hampshire as PATHWAY SERVICES OF OKLAHOMA on March 31, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 611227

Certificate Number: 0004220695



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of December A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Arrow Group 2720 North Hemlock Ct. Ste. A Broken Arrow OK 74012	CONTACT NAME: Amanda Applegate	
	PHONE (A/C, No, Ext): (918) 258-6681	FAX (A/C, No): (918) 251-7893
E-MAIL ADDRESS: amanda@arrow-group.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co of Ameri		25674
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

RECEIVED

MAR 5 2019

Bureau of Materials & Research
NH Dept. of Transportation

COVERAGES **CERTIFICATE NUMBER:** CL1922808169 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6308C773518	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Technology Extend \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BASE970394	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2J40466217	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			BJUB5F99297217	3/1/2019	3/1/2020	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Technology E&O			91M76157	3/15/2019	3/15/2020	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER New Hampshire DOT Bureau of Materials & Research PO Box 483 5 Hazen Drive Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry D. Cupp/AMA
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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #42
Date 8-23-17



William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Materials & Research
June 16, 2017

REQUESTED ACTION

1. Authorize the New Hampshire Department of Transportation (Department) to enter into a **SOLE SOURCE** contract amendment (Contract #2009-017) with Pathway Services, Inc. (Vendor 137428) of Tulsa, Oklahoma. The purpose of this extension is to extend the vehicle warranty, software licensing, software escrow, Omnistar satellite subscription, and to provide Quality Control (QC) services related to the road condition data by increasing the total amount by \$159,300 (from \$1,660,286 to \$1,819,586), effective upon Governor and Council approval. 100% Federal Funds.
2. Further, to authorize to amend the contract completion date from September 30, 2017 to September 30, 2019, effective upon Governor and Council approval.

Funds to support this request are anticipated to be available in the following accounts in FY 2018 and FY 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY 2018</u>	<u>FY 2019</u>
04-96-96-962515-2944		
SPR Planning		
046-500464 General Consultants	\$ 122,050	\$ 37,250

EXPLANATION

These **SOLE SOURCE** services can only be provided by Pathway Services, Inc. (Pathway) because the data collection system currently used is based on their software. The contract extension will allow for continued collection of roadway data and use of related software services, using the same system that has been employed for the past eight years. This contract extension is needed to provide time for the Department to evaluate future data collection needs and to pursue a new contract for roadway data collection beyond September 30, 2019, the amendment completion date.

The Department's Road Condition Data Collection Vehicle (van) collects annual pavement condition data that supports the Pavement Management System (PMS) and satisfies the Federal Highway Administration (FHWA) Highway Performance Monitoring System (HPMS) reporting requirements. The condition data will also support MAP-21 submission requirements. The van is equipped with specialized sensors and equipment, customized by Pathway, for this specific use. This amendment will extend processing of roadway cracking data, the vehicle warranty, and software-related services for two years.

The van captures high-resolution images of the pavement surface. The images require a Quality Control (QC) review to identify and rate the extent and severity of pavement cracking. Pathway will provide the services needed to QC the pavement images collected in 2017 and 2018 as part of this amendment. The warranty covers all parts, labor, and travel costs to repair and/or replace the van sensors or equipment as needed. The warranty also includes an annual on-site equipment calibration and system check. This amendment extends the warranty through the 2018 collection season.

The Pathview II software suite, originally purchased with the vehicle, allows the Department to process the data into a usable format, generate exports, and view the data collected by the van. The software is a licensed product and has been developed and customized to meet the Department's specific needs. The software escrow entitles the Department to a copy of the software source code should Pathway become defunct. The original contract included the software purchase and two years of licensing and software escrow fees and Contract Amendment #2009-017A, #2009-017B, and #2009-017C covered six additional years. This amendment includes the licensing and escrow fees for the next two years

The van is equipped with an onboard GPS receiver that provides real time correction to achieve an acceptable level of accuracy. The real time correction is a subscription service. The original contract and the Contract Amendment #2009-017A, #2009-017B, and #2009-017C, covered this service through September 30, 2017. This amendment would extend this service for two additional years.

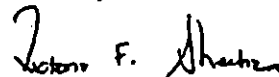
FY 2018 funding includes QC services for 2017 data (\$27,000), the warranty (10/2017 – 12/2018, \$86,800), the software licensing and escrow (10/2017 – 9/2018, \$7,250), and the satellite subscription (10/2017-9/2018, \$1,000). FY 2019 funding includes QC services for the 2018 data (\$29,000), software licensing and escrow (10/2018 – 9/2019, \$7,250) and the satellite subscription (10/2018-9/2019, \$1,000).

The SPR funds proposed for this purchase are specified by FHWA for use in support of planning activities, including pavement and asset management. The project funding is 80% Federal with 20% State match. Turnpike Toll Credits are being used for match requirements, effectively using 100% Federal funds.

The contract has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the agreement. The Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to your approval, will be on file at the Department.

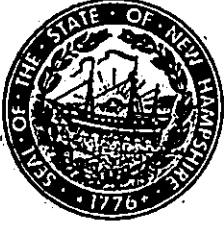
We respectfully request your approval of this resolution.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 13, 2017

Victoria F. Sheehan
Commissioner
Department of Transportation
State of New Hampshire
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Pathway Services, Inc. of Tulsa, Oklahoma as described below and referenced as DoIT No. 2009-017D.

This is a contract amendment to provide DOT's Data Collection Vehicle with extended vehicle warranty, software licensing, software escrow, Omnistar satellite subscription, and to provide Quality Control (QC) services related to the road condition data.

The total contract price will increase by \$159,300, from \$1,660,286 to \$1,819,586, and the contract completion date will extend from September 30, 2017 to September 30, 2019, effective upon Governor and Council approval.

A copy of this letter should accompany the Department of Transportation's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT 2009-017D

cc: Gail Hambleton, DoIT IT Leader, DOT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017D**

WHEREAS, pursuant to an agreement approved by Governor and Council, as a result of Contract #2009-017, on June 3, 2009, Item #229, Contract Amendment #2009-017A, on June 22, 2011, Item #374, Contract Amendment #2009-017B, on March 6, 2013, Item #46, and Contract Amendment #2009-017C, on September 16, 2015, Item #24 (hereinafter called the "Agreement"), Pathway Services Inc. (hereinafter referred to as the "Pathway"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department") certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17, *Amendment*, and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

WHEREAS, Pathway and the Department have agreed to amend the Agreement in certain respects:

WHEREAS, the Department wishes to increase the Pathway Contract Price by \$ 159,300 increasing the total contract price from \$1,660,286 to \$1,819,586.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

The Contract Agreement – General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the General Provisions of the Agreement to reflect the new Completion Date of September 30, 2019.

Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation to \$1,819,586

The Statement of Work is hereby amended as follows:

1. Amend Section 2.1 *Term* to reflect only the changes detailed below:

<p>Statement of Work Section 2.1 Term</p>	<p>Delete:</p> <p>The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").</p> <p>The Contract shall begin on the Effective Date and extend through September 30, 2017.</p> <p>Replace with:</p> <p>The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").</p> <p>The Contract shall begin on the Effective Date and extend through September 30, 2019.</p>
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017D**

2. Amend Section 4.4 *State Contract Manager* to reflect only the changes detailed below:

<p>Statement of Work Section 4.4 State Contract Manager</p>	<p>Delete:</p> <p>The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is: Alan Rawson, Administrator Bureau of Materials and Research NH Department of Transportation P.O. Box 483, 5 Hazen Drive Concord, NH 03302-0483 TEL: (603) 271-3151 FAX: (603) 271-8700 <u>EMAIL</u>: arawson@dot.state.nh.gov</p> <p>Replace with:</p> <p>The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is: Charles Dusseault, Administrator Bureau of Materials and Research NH Department of Transportation P.O. Box 483, 5 Hazen Drive Concord, NH 03302-0483 TEL: (603) 271-3151 FAX: (603) 271-8700 EMAIL: Chuck.Dusseault@dot.nh.gov</p>
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Exhibit A: *Contract Deliverables*, of the Agreement is hereby amended as follows:

1. Amend Section 2.1 *Implementation Schedule – Activities/Deliverables/Milestones* to reflect the addition of new deliverables detailed below in Table 1:

Table 1:

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
50	Collection Vehicle Data Processing 2017 Deliverables – See Table 2 below.	Non-Software/ Service	September 2017– January 2018

Initial all pages
Pathway's initials:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017D**

51	Warranty Period – Year 9 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2017 – December 2018
52	Technical Support and Software Programming – Year 9 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2017 – September 2018
53	Pathview II Software Escrow – Year 9 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2017 – September 2018
54	Omnistar Satellite Subscription Service – Year 9 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2017 – September 2018
55	Collection Vehicle Data Processing 2018 Deliverables – See Table 3 below.	Non-Software/ Service	September 2018 – January 2019
56	Technical Support and Software Programming – Year 10 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2018 – September 2019
57	Pathview II Software Escrow – Year 10 (Reference Pathway Services Inc. Project Estimate No. 3066 dated 4126 dated 5/23/2017)	Non-Software	October 2018 – September 2019
58	Omnistar Satellite Subscription Service – Year 10 (Reference Pathway Services Inc. Project Estimate No. 3066 dated 4126 dated 5/23/2017)	Non-Software	October 2018 – September 2019

2. Amend Section 5 *Data Collection Vehicle Deliverables* to reflect the addition of deliverables as detailed below in Table 2, Reference Number 7.19 *Collection Vehicle Data Processing 2017*.

Table 2:

Reference No. 7 – Data Collection Vehicle	
Reference Number	Activity, Deliverable, or Milestone
7.19	Collection Vehicle Data Processing 2017 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)
	7.19.1. Provide Quality Control (QC) services of approximately 1,260 miles of cracking data from collection year 2017 using the NHDOT-specific PathView II suite, to be paid on a unit price basis of \$ 21.50 per mile.
	7.19.1.1. QC the cracking data by visually identifying, classifying, and correcting the pavement distress type, location, severity level, and length using:
	7.19.1.1.1. High-resolution digital images of the roadway and pavement surface synchronized to show the same road segment in both views and color-coded crack maps with the same scale as the roadway.

Initial all pages
Pathway's initials: PS

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017D**

	7.19.1.1.2. Results obtained from AutoCrack and AutoClass processes.
	7.19.1.1.3. Distress severity as defined in Appendix A Revision 3 and Appendix B Revision 1 (attached).
	7.19.1.1.4. Sample distress severity rating images
	7.19.1.1.5. Hot keys (event keys) for data entry, lane location, seal condition, etc. with user-definable events
	7.19.1.2. The total miles of data to undergo QC is outlined as follows:
	7.19.1.2.1. QC the first three tenths (0.3) of each mile collected.
	7.19.1.2.2. If the total length of the roadway is less than 0.3 miles, the entire roadway length shall be QC'd.
	7.19.1.2.3. If the final section of roadway is less than 0.3 miles in length, the entire length shall be QC'd.
	7.19.1.2.4. The total collected miles associated with the 1,260 miles requiring QC services is approximately 3,400 miles.
	7.19.1.3. QC results shall be submitted to the State according to the following schedule for Quality Assurance (QA) review and final acceptance:
	7.19.1.3.1. Pathway will QC the first ten percent (10%) of the data, approximately 125 miles, and submit to the State for QA review.
	7.19.1.3.2. The State will perform QA on the first 10% and return comments or acceptance to Pathway within ten (10) days of receipt of the data.
	7.19.1.3.3. Upon acceptance by the State of the first 10%, Pathway will QC and submit the next thirty percent (30%), approximately 380 miles of the data, and submit to the State for QA review.
	7.19.1.3.4. The State will perform QA on the 30% and return comments or acceptance to Pathway within ten (10) days of receipt of the data.
	7.19.1.3.5. Upon acceptance by the State, Pathway will QC and submit the next thirty percent (30%), approximately 380 miles of the data, and submit to the State for QA review.
	7.19.1.3.6. The State will perform QA on the 30% and return comments or acceptance to Pathway within ten (10) days of receipt of the data
	7.19.1.3.7. Upon acceptance by the State, Pathway will QC and submit the last thirty percent (30%), approximately 380 miles of the data, and submit to the State for QA review.
	7.19.1.3.8. The State will perform QA on the last 30% and return comments or acceptance to Pathway within ten (10) days of receipt of the data.
	7.19.1.3.9. Comments shall be addressed and corrective actions undertaken by Pathway on all QA feedback comments within ten (10) days of receipt from the State.
	7.19.1.2.10. Payment will be made upon final acceptance of 100% of the data by the State.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017D**

3. Amend Section 5 *Data Collection Vehicle Deliverables* to reflect the addition of deliverables as detailed below in Table 3, Reference Number 7.20 *Collection Vehicle Data Processing 2018*.

Table 3:

Reference No. 7 – Data Collection Vehicle	
Reference Number	Activity, Deliverable, or Milestone
7.20	Collection Vehicle Data Processing 2018 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)
	7.20.1. Provide Quality Control (QC) services of approximately 1,300 miles of cracking data from collection year 2018 using the NHDOT-specific PathView II suite, to be paid on a unit price basis of \$ 22.40 per mile.
	7.20.1.1. QC the cracking data by visually identifying, classifying, and correcting the pavement distress type, location, severity level, and length using:
	7.20.1.1.1. High-resolution digital images of the roadway and pavement surface synchronized to show the same road segment in both views and color-coded crack maps with the same scale as the roadway.
	7.20.1.1.2. Results obtained from AutoCrack and AutoClass processes.
	7.20.1.1.3. Distress severity as defined in Appendix A Revision 3 and Appendix B Revision 1 (attached).
	7.20.1.1.4. Sample distress severity rating images
	7.20.1.1.5. Hot keys (event keys) for data entry, lane location, seal condition, etc. with user-definable events
	7.20.1.2. The total miles of data to undergo QC is outlined as follows:
	7.20.1.2.1. QC the first three tenths (0.3) of each mile collected.
	7.20.1.2.2. If the total length of the roadway is less than 0.3 miles, the entire roadway length shall be QC'd.
	7.20.1.2.3. If the final section of roadway is less than 0.3 miles in length, the entire length shall be QC'd.
	7.20.1.2.4. The total collected miles associated with the 1,300 miles requiring QC services is approximately 2,450 miles.
	7.20.1.3. QC results shall be submitted to the State according to the following schedule for Quality Assurance (QA) review and final acceptance:
	7.20.1.3.1. Pathway will QC the first ten percent (10%) of the data, approximately 130 miles, and submit to the State for QA review.
	7.20.1.3.2. The State will perform QA on the first 10% and return comments or acceptance to Pathway within ten (10) days of receipt of the data.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017D**

	7.20.1.3.3. Upon acceptance by the State of the first 10%, Pathway will QC and submit the next thirty percent (30%), approximately 390 miles of the data, and submit to the State for QA review.
	7.20.1.3.4. The State will perform QA on the 30% and return comments or acceptance to Pathway within ten (10) days of receipt of the data.
	7.20.1.3.5. Upon acceptance by the State, Pathway will QC and submit the next thirty percent (30%), approximately 390 miles of the data, and submit to the State for QA review.
	7.20.1.3.6. The State will perform QA on the 30% and return comments or acceptance to Pathway within ten (10) days of receipt of the data
	7.20.1.3.7. Upon acceptance by the State, Pathway will QC and submit the last thirty percent (30%), approximately 390 miles of the data, and submit to the State for QA review.
	7.20.1.3.8. The State will perform QA on the last 30% and return comments or acceptance to Pathway within ten (10) days of receipt of the data.
	7.20.1.3.9. Comments shall be addressed and corrective actions undertaken by Pathway on all QA feedback comments within ten (10) days of receipt from the State.
	7.20.1.2.10. Payment will be made upon final acceptance of 100% of the data by the State.

Exhibit B: *Price and Payment Schedule*, of the Agreement is hereby amended as follows:

1. Amend Section 1.1 *Firm Fixed Price*, and Section 2 *TOTAL CONTRACT PRICE* to reflect only the changes detailed below:

Exhibit B Section 1.1 Firm Fixed Price	<p>Delete:</p> <p>This is a Firm Fixed Price (FFP) Contract totaling \$1,660,286 for the period between the Effective Date through September 30, 2017.</p> <p>Replace with:</p> <p>This is a Firm Fixed Price (FFP) Contract totaling \$1,819,586. for the period between the Effective Date through September 30, 2019.</p>
Exhibit B Section 2 TOTAL CONTRACT PRICE	<p>Delete:</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$1,660,286 ("Total Contract Price").</p> <p>Replace with:</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in</p>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017D**

	no event shall the total of all payments made by the State exceed \$1,819,586 ("Total Contract Price").
--	---

2. Amend Section 1.1 *Firm Fixed Price*, Table 1: Activity, Deliverable, or Milestone Price and Payment Table, to reflect the addition of new deliverables as detailed below in Table 4.

Table 4:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
50	Collection Vehicle Data Processing 2017 to be paid on a unit price basis (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software - Services	September 2017 – January 2018	\$ 27,000.00
51	Warrantee Period – Year 9 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2017 – December 2018	\$ 86,800.00
52	Technical Support and Software Programming – Year 9 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2017 – September 2018	\$ 6,000.00
53	Pathview II Software Escrow – Year 9 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2017 – September 2018	\$ 1,250.00
54	Omnistar Satellite Subscription Service – Year 9 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2017 – September 2018	\$ 1,000.00
55	Collection Vehicle Data Processing 2018 to be paid on a unit price basis (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software - Services	September 2018 – January 2019	\$ 29,000.00
56	Technical Support and Software Programming – Year 10 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2018 – September 2019	\$ 6,000.00
57	Pathview II Software Escrow – Year 10 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2018 – September 2019	\$ 1,250.00

Initial all pages
Pathway's initials: *UB*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017D**

58	Omnistar Satellite Subscription Service - Year 10 (Reference Pathway Services Inc. Project Estimate No. 4126 dated 5/23/2017)	Non-Software	October 2018 – September 2019	\$ 1,000.00
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Pathway NHDOT Data Collection Vehicle Contract History

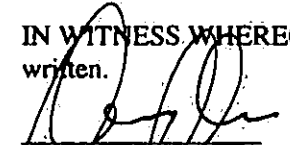
Contract and Amendment Number	Amendment Type	Effective Date	Contract Amount (Not to Exceed)
Contract #2009-017	Original Contract	June 3, 2009	\$1,098,400
Amendment #2009-017A	Amendment A	June 22, 2011	\$ 164,000
Amendment #2009-017B	Amendment B	March 6, 2013	\$ 188,500
Amendment #2009-017C	Amendment C	September 16, 2015	\$ 209,386
Amendment #2009-017D	Amendment D	Upon G&C Approval	\$ 159,300
		CONTRACT TOTAL:	\$1,819,586

Initial all pages
Pathway's initials: *PS*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
NHDOT DATA COLLECTION VEHICLE CONTRACT
CONTRACT 2009-017
CONTRACT AMENDMENT 2009-017D

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.


Rudy Blanco, President
Pathway Services Inc.

Date: 6/9/17


Corporate Signature Notarized:

STATE of Oklahoma

COUNTY of Tulsa

On this 9th day of June, 2017, before me, Caley Smith, the undersigned Officer Rudy Blanco, personally appeared and acknowledged her/himself to be the President of Pathway Services Inc., a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Pathway Services Inc.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

My Commission Expires: 9/4/2020

(SEAL)

CALEY SMITH
Notary Public - State of Oklahoma
Commission Number 08009176
My Commission Expires Sep 4, 2020

Department of Transportation


William J. Cass, PE, Assistant Commissioner
Department of Transportation

Date: 7/16/17

Approved by the Attorney General (Form, Substance and Execution)


State of New Hampshire, Department of Justice

Date: 8/2/17

Approved by NH Governor and Council


DEPUTY SECRETARY OF STATE

Date: AUG 23 2017

Initial all pages
Pathway's initials: VB

Contract Amendment (V3.0/5/07)
Page 9 of 9

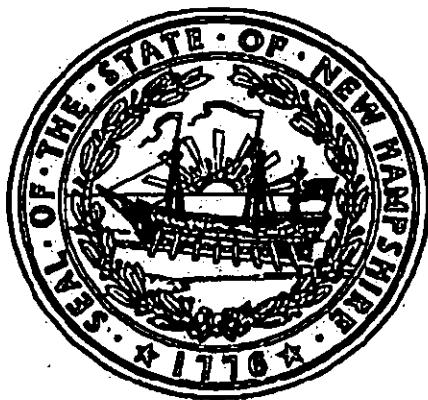
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PATHWAY SERVICES INC. is a Oklahoma Profit Corporation registered to do business in New Hampshire as PATHWAY SERVICES OF OKLAHOMA on March 31, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 611227



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of May A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Vote

I, Lawrence Blanco, Clerk/Secretary of Pathway Services Inc., do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of Pathway Services Inc., a Oklahoma corporation (State of incorporation);
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 9th day of June, 2017, which meeting was duly held in accordance with Oklahoma (State of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the OIT of the Transportation Department, providing for the performance of certain IT Consulting Services, and that the President be and hereby is authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and he may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) The following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Rudy Blanco President

- (7) The corporation has no seal.



PATHW-1

OP ID: DE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE ARROW GROUP 2720 N. Hemlock Ct Ste A Broken Arrow, OK 74012-1111 Premier-Consulting Partners	CONTACT NAME: Premier-Consulting Partners	
	PHONE (A/C, No, Ext): 918-258-6681	FAX (A/C, No): 918-251-7893
ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty		25674
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Pathway Services, Inc.
 P O Box 472106
 Tulsa, OK 74147

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (NSD, RVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6308G773518	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA5E970394	03/15/2017	03/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUP2J404882-17	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	HJUB-5F99297-2-17	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		91M76157	03/01/2017	03/01/2018	Per Occ 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NEWHAM1

New Hampshire DOT
 Bureau of Materials & Research
 PO Box 483
 5 Hazen Drive
 Concord, NH 03302-0483

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

24



WILLIAM J. CASS, PR
ASSISTANT COMMISSIONER

August 14, 2015
Bureau of Materials & Research

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Transportation to enter into a contract amendment (Contract #2009-017) with Pathway Services, Inc. (Vendor 137428) of Tulsa, Oklahoma to extend the vehicle warranty, software licensing, software escrow, Omnistar satellite subscription, and to provide Quality Control (QC) data services by increasing the total amount by \$209,386 (from \$1,450,900 to \$1,660,286), effective upon Governor and Council approval. 100% Federal Funds.
2. Further, authorize to amend the contract completion date from September 30, 2015 to September 30, 2017, effective upon Governor and Council approval.

Funds to support this request are anticipated to be available in the following accounts in State FY 2016 and State FY 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY 2016</u>	<u>FY 2017</u>
04-96-96-962515-2944 SPR Planning 046-500464 General Consultants	\$ 101,058	\$ 108,328

EXPLANATION

On June 30, 2009, the Governor and Council authorized Pathway Services, Inc. (Item #229; copy attached) in the amount of \$1,098,400 for the purchase of a pavement condition and transportation asset data collection vehicle, hardware, software and support services to provide data collection support to DOT's Pavement Management and Asset Management programs.

On June 22, 2011, the Governor and Council authorized an amendment to the contract (Item #374; copy attached) to increase the contract amount by \$164,000 to extend the vehicle warranty, cover software licensing and escrow fees and provide Quality Control (QC) data services. The amendment increased the total amount payable from \$1,098,400 to \$1,262,400. The contract completion date has also been subsequently amended and extended from September 30, 2011 to September 30, 2013.

On March 06, 2013, the Governor and Council authorized an amendment to the contract (Item #46; copy attached) to increase the contract amount by \$188,500 to extend the vehicle warranty, software licensing, software escrow, Omnistar satellite subscription and to provide Quality Control (QC) data services. The amendment

increased the total amount payable from \$1,262,400 to \$1,450,900. The contract completion date has also been subsequently amended and extended from September 30, 2013 to September 30, 2015.

The Department's Data Collection Vehicle (van) collects annual pavement condition data in support of the Pavement Management System (PMS) and to satisfy the Federal Highway Administration (FHWA) Highway Performance Monitoring System (HPMS) reporting requirements. The condition data will also be used to meet the anticipated MAP-21 submission requirements. The van is equipped with specialized sensors and equipment that has been customized by Pathway Services Inc. for this specific use. This amendment will extend processing of roadway cracking data, the vehicle warranty, and software-related services for two years.

The van captures high resolution images of the pavement surface. The images require a QC review to identify and rate the severity of the cracks in the pavement. The cracking data is then imported into the PMS and is reported to FHWA as part of HPMS and anticipated MAP-21 reporting. The cracking data is critical to the success of the PMS as the cracking type and severity is used to select the most cost effective road surface treatment. This amendment includes utilizing Pathway Services Inc. to QC the pavement images that will be collected in 2015 and 2016. The warranty covers all parts, labor, and travel costs to repair and/or replace the van sensors or equipment as needed. The warranty also includes an annual on-site equipment calibration and system check. This amendment extends the warranty by another two years.

The Pathview II software suite that was purchased with the vehicle allows the Department to process the data into a usable format, generate exports, and view the data collected by the van. The software is a licensed product and has been developed and customized to meet the Department's specific needs. The original contract included the software purchase and two years of licensing and software escrow fees and Contract Amendment #2009-017A and #2009-017B covered four additional years. This amendment includes the licensing and escrow fees for the next two years. The software escrow entitles the Department to a copy of the software source code should Pathway Services become defunct.

The van is equipped with an onboard GPS receiver which requires real time correction to achieve an acceptable level of accuracy. The real time correction is a subscription service. The original contract and the Contract Amendment #2009-017A and #2009-017B covered this service through the 2014 collection year. This amendment would extend this service to the 2017 collection year.

FY 2016 funding includes QC services for the 2015 data (\$32,043) and for 10/2015 through 09/2016, the warranty (\$61,765), software licensing and escrow (\$6,250), and the satellite subscription (\$1,000). FY 2017 funding includes QC services for the 2016 data (\$27,188) and for 10/2016 through 09/2017, the warranty (\$73,890), software licensing and escrow (\$6,250), and the satellite subscription (\$1,000).

The SPR funds being proposed for this purchase are specified by FHWA to be used in support of planning activities, which includes pavement and asset management. The project funding is 80% Federal with 20% State match. Turnpike Toll Credit is being utilized for match requirements, effectively using 100% Federal funds.

The contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

We respectfully request your approval of this resolution.

Sincerely,



William Cass, PE
Assistant Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

August 12, 2015

Christopher M. Waszczuk
Director of Project Development
State of New Hampshire
Department of Transportation
John O. Morton Bldg., 1 Hazen Drive
Concord, NH 03302-0483

Dear Director Waszczuk:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Pathway Services, Inc. of Tulsa, Oklahoma as described below and referenced as DoIT No. 2009-017C.

This is a contract amendment to provide DOT's Data Collection Vehicle with extended warranty support for: the data collection vehicle, data processing services, technical support and programming services for the software, Omnistar Satellite subscription services and escrow services for the software through September 30, 2017. This amendment increases the total contract value by \$209,386 from \$1,450,900 to 1,660,286.

A copy of this letter should accompany the Department of Transportation submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/dcp
DoIT 2009-017C

cc: David Perry, IT Manager, DoIT BFA
Gail Hambleton, DoIT IT Leader, DOT

#46

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

January 28, 2013

Bureau of Materials & Research

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation to amend the Department's Agreement Contract #2009-017 approved on June 3, 2009, as Item #229 with Pathway Services, Inc. of Tulsa, Oklahoma (Vendor Code #172330) by increasing the total amount by \$188,500 from \$1,262,400 to \$1,450,900 to extend the vehicle warranty, software licensing, software escrow, Omnistar satellite subscription, and to provide Quality Control (QC) data services, and to amend the contract completion date from September 30, 2013 to September 30, 2015; 100% Federal Funds.

Funding is available as follows for FY 2013 and is contingent upon the availability and continued appropriation of funds for FY 2014 and FY 2015.

	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>Total</u>
04-96-96-962015-3022				
SPR Planning Funds				
046-500464 General Consultants	\$ 31,000	\$ 64,250	\$ 93,250	\$ 188,500

EXPLANATION

The Department's Data Collection Vehicle (van) collects annual pavement condition data in support of the Pavement Management System (PMS) and to satisfy the Federal Highway Administration (FHWA) Highway Performance Monitoring System (HPMS) reporting requirements. The van is equipped with specialized sensors and equipment that has been customized by Pathway Services Inc. for this specific use. The warranty covers all parts, labor, and travel costs to repair and/or replace the van sensors or equipment as needed. The warranty also includes an annual on-site equipment calibration and system check. The original bid proposals included costs for up to 6 years of vehicle warranty and software licensing. The original contract included two years of vehicle warranty and Contract Amendment #2009-017A, approved on June 22, 2011, as Item #374, covered two additional years. This amendment extends the warranty by another two years.

The Pathview II software suite that was purchased with the vehicle allows the Department to process the data into a usable format, generate exports, and view the data collected by the van. The software is a licensed product and has been developed and customized to meet the Department's specific needs. The original contract included the

software purchase and two years of licensing and software escrow fees and Contract Amendment #2009-017A covered two additional years. This amendment includes the licensing and escrow fees for the next two years. The software escrow entitles the Department to a copy of the software source code should Pathway Services become defunct.

The van captures high resolution images of the pavement surface. The images undergo a QC review to identify and rate the severity of the cracks in the pavement. The cracking data is then imported into the PMS and is reported to HPMS. The cracking data is critical to the success of the PMS as the cracking type and severity is used to select the most cost effective road surface treatment. Although NHDOT staff QC a portion of the images, the most cost efficient way to QC the remaining images is under contract with Pathway Services. The Contract Amendment #2009-017A included QC services for the 2009/2010 data collection cycle. This amendment includes utilizing Pathway Services to QC the pavement images that were collected in the 2011/2012 cycle and the images to be collected in the 2013/2014 cycle.

The van is equipped with an onboard GPS receiver which requires real time correction to achieve an acceptable level of accuracy. The real time correction is a subscription service. The original contract and the Contract Amendment #2009-017A included this subscription service for the 2009/2010 and 2011/2012 collection cycles. This amendment includes the subscription service for the 2013/2014 collection cycle.

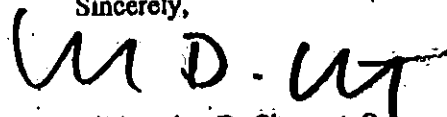
FY 2013 funding (\$31,000) includes QC services, that are only needed every other year, and the Omnistar subscription. FY 2014 funding (\$64,250) includes the vehicle warranty, software licensing and software escrow, and the Omnistar subscription. FY 2015 funding (\$93,250) includes the vehicle warranty, software licensing and software escrow, and QC services. The Omnistar subscription paid in FY 2014 extends through the end of May 2015.

The SPR funds being proposed for this purchase are specified by FHWA to be used in support of planning activities, which includes pavement and asset management. The project funding is 80% Federal with 20% State match. Turnpike Toll Credit is being utilized for match requirements, effectively using 100% Federal funds.

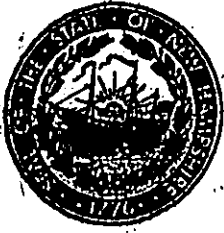
The agreement has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the agreement. The NHDOT has verified that the necessary funds are available for FY 2013 through FY 2015. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to your approval, the agreement will be on file at the NHDOT.

We respectfully request your approval of this resolution.

Sincerely,



Christopher D. Clement, Sr.
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Peter C. Hastings
Acting Commissioner

January 15, 2013

Christopher D. Clement, Sr, Commissioner
State of New Hampshire
Department of Transportation
John O. Morton Bldg., 1 Hazen Drive
Concord, NH 03302-0483

Dear Commissioner Clement:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Pathway Services, Inc. of Tulsa, Oklahoma as described below and referenced as DoIT No. 2009-0117B.

This is a contract amendment to provide Department of Transportation's Data Collection Vehicle with extended warranty support for the vehicle, Collection Vehicle data processing services, technical support and programming services for the software, Omnistar Satellite subscription services and escrow services for the software through September 30, 2015. This amendment increases the total contract value by \$188,500 from \$1,262,400 to 1,450,900.

A copy of this letter should accompany the Department of Transportation submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in cursive script that reads "Peter C. Hastings".

Peter C. Hastings

PCH/dcp
DoIT 2009-017B

cc: David Perry, IT Manager, DoIT BFA
Gail Hambleton, DoIT IT Leader, DOT

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

ENC # 374



GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

May 24, 2011

Bureau of Materials & Research

His Excellency, Governor John H. Lynch; and
The Honorable Executive Council
State House
Concord, New Hampshire 03301

*provided 7/09
vehicle has 35000 miles on it*

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to amend the Department's Agreement (Contract #2009-017 approved on June 30, 2009 as Item #229) with Pathway Services, Inc. of Tulsa, Oklahoma (Vendor Code #137428) by increasing the total amount by \$164,000 from \$1,098,400 to \$1,262,400 to extend the vehicle warranty, cover software licensing and escrow fees, and provide Quality Control (QC) data services and to amend the completion date from September 30, 2011 to September 30, 2013. 100% Federal Funds.

Funding is available for FY 2011 as follows:

	<u>FY 2011</u>
04-96-96-962015-3022	
SPR Planning Funds	
046-500464 General Consultants	\$164,000

*2 yrs QC of cracking data
\$18.50/mile for 2000 miles or
1 day/mile for DOT staff L
as QC*

2 yrs warranty for computers, maintenance of van & equipment

EXPLANATION

The Department's Data Collection Vehicle (van) collects annual pavement condition data in support of the Pavement Management System (PMS) and to satisfy the Federal Highway Administration (FHWA) Highway Performance Monitoring System (HPMS) reporting requirements. The van is equipped with specialized sensors and equipment that has been customized by Pathway Services Inc. for this specific use. The warranty covers all parts, labor, and travel costs to repair and/or replace the van sensors or equipment. The warranty also includes an annual on-site equipment calibration and system check. The original bid proposals included costs for up to 6 years of vehicle warranty and software licensing. The original contract included two years of vehicle warranty. This amendment extends the warranty by another two years. To date, the warranty has been used six times over the last two years which resulted in minimal downtime and impacts to the data collection effort. The annual calibration check has been performed both years. The benefits of the warranty for 2009 and 2010 far exceeded the purchase cost of the warranty itself. The van chassis is covered by the vehicle manufacturer's warranty.

*yearly inspection and calibration
2 yrs of software licensing to bring data into pavement manager system*

The Pathview II software suite that was purchased with the vehicle allows the Department to post-process, generate exports, and view the data collected by the van. The software is a licensed product and has been developed and customized to meet the Department's specific needs. The original contract included the software

purchase and two years of licensing fees. This amendment includes the licensing fees for the next two years. The licensing fees cover the use of the software, any updates/bug fixes, and includes 50 hours of incidental programming to further develop, customize, and enhance the software to continue to meet the Department's needs. To date, the Pathview II software has been updated 21 times and the incidental programming hours have been utilized to develop an onscreen guardrail inventory tool that has been used to help the Department with implementing asset management. The amendment also includes two years of software escrow costs which would entitle the Department to a copy of the software source code should Pathway Services become defunct.

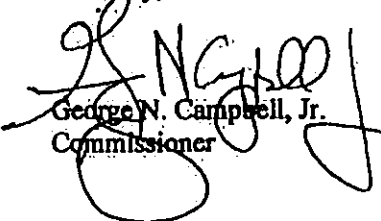
The van captures high resolution images of the pavement surface. These images are then post-processed by the Pathview II software to identify and rate the severity of the cracking. The images then need to be reviewed for Quality Control to remove false positives and rate cracks that may have been missed in order to achieve an acceptable level of accuracy. The cracking data is then imported into the PMS and is reported to HPMS. The cracking data is critical to the success of the PMS as the cracking type and severity is used to select the most cost effective road surface treatment. This amendment includes utilizing Pathway Services to QC the backlog of cracking data that was collected in 2009 and 2010. Pathway Services provides the most cost effective way to QC this backlog data.

The SPR funds being proposed for this purchase are specified by FHWA to be used in support of planning activities, which includes pavement and asset management.

The agreement has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the agreement. The NHDOT has verified that the necessary funds are available for FY 2011. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to your approval, the agreement will be on file at the NHDOT.

We respectfully request your approval of this resolution.

Sincerely,



George N. Campbell, Jr.
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

S. William Rogers
Acting Commissioner

May 17, 2011

Gail Hambleton
IT Leader
Department of Information Technology
7 Hazen Drive
Concord, NH 03301

Dear Ms. Hambleton:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract (#2009-017) with Pathways Services, Inc. of Tulsa, Oklahoma (Vendor Code #137428) to extend the Pavement Van vehicle warranty, cover software licensing and escrow fees, provide Quality Control (QC) data services, and amend the completion date. The amendment is further described below and referenced as DoIT #2009-017A.

This is a request to amend a contract with Pathways Services, Inc. by increasing the total amount by \$164,000 from \$1,098,400 to \$1,262,400 to extend the Pavement Van vehicle warranty, cover software licensing and escrow fees and provide Quality Control (QC) data services. The amendment shall extend the end date from upon September 30, 2011 to September 30, 2013 upon Governor and Council approval.

A copy of this letter should accompany the Department of Transportation's submission to Governor and Executive Council for approval.

Sincerely,

S. William Rogers

SWR/efg
2009-017A
A&E RID #11135

cc: William J. Cass, Director of Project Development, DOT
Eric Thibodeau, Civil Engineer, DOT
Gail Hambleton, IT Leader, DoIT for DOT
Dane Prescott, Business Systems Analyst, DoIT for DOT